



REGIONAL TRANSPORTATION PLANNING ORGANIZATION AGREEMENT

AGREEMENT NO.	DISTRICT(S)	TERM OF AGREEMENT		
LEAD PLANNING AGENCY		START DATE	END DATE	FISCAL PERIOD
		REGIONAL TRANSPORTATION PLANNING ORGANIZATION		
COUNTIES INCLUDED IN THE REGION				

This AGREEMENT, made and entered into on the start date listed above, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Assistant Secretary for Transit, Research and Intermodal Planning, hereinafter called the "STATE," and the above named Lead Planning Agency, hereinafter called the "LPA," and

WHEREAS, the above named Regional Transportation Planning Organization, hereinafter called the "RTPO," has been created through the voluntary association of local governments within a county, or geographically contiguous counties, and

WHEREAS, the LPA has been designated by the above named RTPO to be responsible for carrying out the provisions of RCW 47.80.030, and

WHEREAS, the STATE has funds available, for LPAs within verified RTPO regions, to be used to facilitate regional transportation planning, and

NOW THEREFORE, it is mutually agreed as follows:

I WORK SCOPE AND BUDGET

The work scope and budget for this agreement shall be documented biennially in a Unified Planning Work Program hereinafter called "UPWP." This UPWP shall be adopted by the RTPO and submitted to the STATE prior to April 1 preceding the start of the subject fiscal period.

The UPWP shall document all transportation and related planning activities for the ensuing biennium, July 1 to June 30. The UPWP shall include a description of the goals and objectives of the RTPO, the RTPO planning process and the RTPO structure. The UPWP shall also include for each work element a brief description of the proposed work, an indication of the agency performing the work and a budget

which itemizes funding sources by work element and task. The UPWP shall also contain a summary budget which lists all funding by source and work element.

The STATE shall notify the LPA in writing of its approval of the UPWP. This letter shall render this agreement effective for the particular fiscal period, or portion thereof, approved by the STATE. Such action shall incorporate the adopted UPWP and budget for the applicable fiscal period or portion thereof approved into this agreement. The LPA shall perform the approved work tasks within the approved budget included within the UPWP during that fiscal period or portion thereof.

II PAYMENT

The STATE agrees to reimburse the LPAs actual direct and a fair proportion of related indirect costs of work approved as part of the UPWP. The maximum amount that the STATE shall reimburse the LPA shall not exceed the total approved STATE RTPO funding included in the UPWP approval letter and contained in an adopted UPWP.

The LPA shall submit to the STATE payment requests for funds as they are expended on UPWP activities, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The STATE shall review and approve each request for payment in an expeditious manner and shall make payment within 30 days after approval of the payment request.

III REPORTS

The LPA shall, from time to time during the progress of the work, confer with the STATE. The LPA shall prepare and present quarterly progress reports for each calendar quarter during the course of the UPWP fiscal period. Each such

progress report shall be submitted to the STATE no later than 21 calendar days following the end of each calendar quarter.

Quarterly progress reports shall include a summary of work progress during the quarter, costs incurred in accordance with the approved UPWP and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of progress billings if quarterly reports are not submitted in a timely manner.

At the conclusion of each fiscal period, the LPA shall prepare and submit to the STATE a final progress report. This final report shall summarize work accomplished under the UPWP and costs incurred by work element. The final report may substitute for the final quarterly report. The final report shall be submitted to the STATE within 30 days after the end of the each UPWP fiscal period.

IV ASSIGNMENT OF WORK ITEMS

The work items may be accomplished by joint effort between the LPA, the STATE, and/or local government agencies. Such assignment will be clearly listed in the UPWP.

V PLANNING STANDARDS

The RTPPO and LPA shall conform to the Planning Standards as developed by the STATE, and any amendments made thereto.

VI LEGAL RELATIONS

The LPA and RTPPO shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

VII MODIFICATIONS

Either party to this agreement may request changes in these provisions. Work scope and budget changes require written amendment to the UPWP.

The RTPPO must approve, in writing, the proposed amendments to the UPWP. The LPA will then submit, in writing, the proposed amendments to the STATE for review and approval. If approved, the STATE shall notify the LPA, in

writing, of the effective amendment date. If not approved, the STATE shall notify the LPA, in writing, of the denial.

Other changes to this agreement, not related to the UPWP or budget, which are mutually agreed upon may be incorporated as written amendments to this agreement.

No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

VIII TERMINATION

This agreement expires on the date shown in the Term of Agreement heading. If it is considered in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) days notice in writing to the LPA. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the LPA shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

IX SUBCONTRACTING, EQUIPMENT, and COPYRIGHT

The services of the LPA are to be directed by a Project Manager. The LPA shall not assign, sublet or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the LPA's consultant agreement prior to execution. The LPA shall comply with all state laws and regulations governing the selection and employment of consultants. The State reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts for consultant services and assignment of work items must contain all the required provisions in sections IV, V, VI and sections IX through XIV of this agreement. Any equipment to be purchased under this agreement shall be listed in the scope of work. The procurement of all equipment must be included in the UPWP, and all equipment must be used for the sole purpose of regional transportation planning activities. Any report or procedures developed pursuant to this Agreement shall become public property and shall not be subject to copyright.

X TRAVEL

Current STATE travel rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement. Reimbursement of travel expenses is limited to travel necessary for the completion of the UPWP.

XI NONDISCRIMINATION

In connection with the execution of this Agreement, LPA shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex, national origin, or handicap, except for a bona fide occupational qualification. LPA shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, marital status, age, color, sex, national origin, or handicap, except for a bona fide occupational qualification. Actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The LPA shall comply with Washington State RCW 49.60.

XII PROJECT RECORDS

LPA shall establish and maintain books, records, documents, and other evidence and accounting procedures and practice, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of this Agreement, separate accounts shall be established and maintained within LPA's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "RTPO Account." LPA shall charge to a RTPO Account all eligible costs of this Agreement. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of STATE, shall not be considered eligible costs. All costs, charged under this Agreement, including any approved services contributed by LPA or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

XIII AUDITS, INSPECTION AND RETENTION OF RECORDS

The LPA is required to comply with STATE audit principles. STATE audit principles require that state funded agreements and contracts comply with the provisions of 48 CFR 31 for indirect cost principles. The STATE, and any of their representatives shall have full access to and the right to examine, as they deem necessary, all of LPA's records with respect to all matters covered by this Agreement. Such representative shall be permitted to audit, examine and make excerpts or

transcripts from such records, and to make audits of all subcontracts, invoices, materials, payrolls, and other matters covered by this agreement. All documents, papers, accounting records and other material pertaining to costs incurred in connection with this Agreement shall be retained by LPA for three years from the date of expiration of the Agreement to facilitate any audits or inspections.

Furthermore, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

XIV INDEPENDENT CONTRACTOR

The LPA shall be deemed an independent contractor for all purposes and the employees of the LPA or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

XV LIABILITY

No liability shall attach to the STATE or the LPA by reason of entering into this Agreement except as expressly provided herein.

XVI SEVERABILITY

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

IN WITNESS THEREOF the parties hereto have executed this Agreement on the day and year last written below.

REGIONAL TRANSPORTATION PLANNING ORGANIZATION

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: _____

By: _____
Assistant Secretary Transit, Research and Intermodal Planning

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General State of Washington

Date: _____